

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

STRATEGIC LEARNING, INC.,	:	CIVIL ACTION NO. 1:05-CV-0467
	:	
Plaintiff	:	(Judge Conner)
	:	
v.	:	
	:	
THOMAS WENTZ and CORPORATE	:	
PERFORMANCE SYSTEMS,	:	
	:	
Defendants	:	

ORDER

AND NOW, this 26th day of January, 2007, upon consideration of defendants' motion (Doc. 56) for reconsideration as to plaintiff's claims of tortious interference with a prospective contract¹ and promissory estoppel², and the court finding that there are no manifest errors of law or fact in the challenged memorandum and order, see Harsco Corp. v. Zlotnicki, 779 F.2d 906, 909 (3d Cir. 1985) ("The purpose of a motion for reconsideration is to correct manifest errors of law or fact or to

¹ Defendants argue that plaintiff's tortious interference claim is foreclosed because of a judicial admission contained in the complaint. (Doc. 59 at 6-7.) Viewed in context, the statement to which defendants refer simply indicates that plaintiff did not have an *existing* contract with York International; the statement suggests nothing about the likelihood of a *prospective* contract. (See Doc. 1 ¶ 65.)

² Defendants contend that the court failed to consider the argument that plaintiff cannot maintain an action for both breach of contract and promissory estoppel. (Doc. 56 ¶ 12.) At this stage, the material terms of the oral contract between the parties are unknown. (Doc. 54 at 10.) Accordingly, the court cannot eliminate the possibility that defendants made certain promises to plaintiff that fell outside the contours of the contract and were unsupported by consideration. If such promises were made, the doctrine of promissory estoppel is the proper mechanism for their enforcement. See Shoemaker v. Commonwealth Bank, 700 A.2d 1003, 1006 (Pa. Super. Ct. 1997).

present newly discovered evidence . . .”), it is hereby ORDERED that the motion (Doc. 56) for reconsideration is DENIED.

S/ Christopher C. Conner
CHRISTOPHER C. CONNER
United States District Judge